

EXHIBIT 6

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, September 9, 2020. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C0448246 STAR-KIST SAMOA, INC.

Registration Date:	03/26/1963
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	MERGED OUT
Agent for Service of Process:	<u>C T CORPORATION SYSTEM (C0168406)</u> To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.
Entity Address:	1 MARKET @ THE LANDMARK, TAX DEPT SAN FRANCISCO CA 94105
Entity Mailing Address:	1 MARKET @ THE LANDMARK, TAX DEPT SAN FRANCISCO CA 94105

*This entity is not eligible for online records requests. To order a Certificate of Status, please complete and return the **Business Entities Records Order Form***

Document Type	↕	File Date	↕	PDF
MERGER		10/07/2008		
SI-NO CHANGE		02/01/2008		
RESTATED REGISTRATION		11/20/2007		
SI-COMPLETE		01/23/2007		
REGISTRATION		03/26/1963		Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search

New Search

Back to Search Results

0448246(out)

00930791

FILED
In the Office of the Secretary of State
of the State of California

OCT 07 2008

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "**Agreement**"), dated October 6, 2008, is made by and between Star-Kist Samoa, Inc., a California corporation (the "**Corporation**"), and Starkist Samoa Co., a Delaware corporation (the "**Surviving Corporation**").

WITNESSETH:

WHEREAS, the Corporation is a corporation duly organized and existing under the laws of the State of California, having been incorporated on March 26, 1963;

WHEREAS, the outstanding shares of stock of the Corporation consists of 100 shares of stock all without par value (the "**Corporation's Stock**");

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on June 19, 2008;

WHEREAS, the authorized and outstanding shares of stock of the Surviving Corporation consists of 10,000 shares of common stock, par value \$1.00 per share (the "**Surviving Corporation's Stock**");

WHEREAS, the Corporation desires to merge itself with and into the Surviving Corporation;

WHEREAS, the Surviving Corporation desires that the Corporation be merged with and into itself;

WHEREAS, the Board of Directors of the Corporation and the Board of Directors of the Surviving Corporation (such entities being hereinafter sometimes collectively referred to as the "**Constituent Companies**") deem it to be advisable and for the benefit of their respective Constituent Companies, and the respective stockholders thereof, that the Corporation be merged with and into the Surviving Corporation under the terms and conditions hereinafter set forth;

WHEREAS, the Boards of Directors of the Corporation and the Surviving Corporation, respectively, have approved this Agreement; and

WHEREAS, the sole stockholder of the Surviving Corporation has approved the Merger (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. The Corporation shall be merged with and into the Surviving Corporation pursuant to Section 252 of the Delaware General Corporation Law ("**DGCL**") and Section 1108 of the California Corporations Code ("**CCC**"). The Surviving Corporation shall survive the Merger (as defined herein) and shall continue to be governed by the laws of the State

of Delaware. The separate corporate existence of the Corporation shall cease upon the Effective Time (as defined herein). The merger of the Corporation with and into the Surviving Corporation shall be referred to herein as the "*Merger*." At the time of the Merger the Surviving Corporation shall, without further act or deed, own and possess all the property of every description, real, personal, and mixed, of the Corporation, as provided by the DGCL and CCC. Also as provided by those laws, all rights of creditors and of any persons dealing with the Constituent Companies and all liens upon any property of the Constituent Companies shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations, and duties of the Corporation shall attach to the Surviving Corporation and may be enforced against it to the same extent as if the same had been incurred by it.

2. Effective Time. The Merger shall be effective upon filing of the Certificate of Merger with the Secretary of State of Delaware pursuant to the DGCL. The time of such effectiveness shall herein be referred to as the "*Effective Time*."

3. Stock of the Constituent Companies. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, the Surviving Corporation's stock shall be unaffected and each share of the Corporation's Stock, whether issued or unissued immediately prior thereto, shall be cancelled without consideration.

4. Stock Certificates. At and after the Effective Time, all of the outstanding certificates which prior to that time represented shares of the Corporation's Common Stock shall be automatically cancelled without the need for any action by any person or party.

5. Succession. At the Effective Time, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Corporation in the manner of and as more fully set forth in DGCL Section 259. Without limiting the foregoing, upon the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Corporation and the Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of the Corporation and the Surviving Corporation, respectively. All rights of creditors of the Corporation and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Corporation shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

6. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation in effect at the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with the provisions thereof and applicable law.

7. Bylaws. The Bylaws of the Surviving Corporation in effect at the Effective Time shall continue to be the bylaws of the Surviving Corporation until further amended in accordance with the provisions thereof and applicable law.

8. Officers. The officers of the Surviving Corporation at the Effective Time shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

9. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Corporation, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Corporation are fully authorized in the name and on behalf of the Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

10. Rights of Others. Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended, or shall be construed, to confer upon or to give any person, firm, or corporation, other than the Corporation and the Surviving Corporation and their respective security holders, any rights or remedies under or by reason of this Agreement.

11. Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

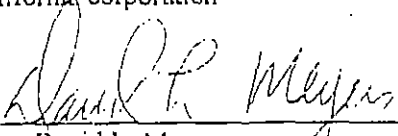
12. Governing Law. Disputes under this Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.


13. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows - Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement of Merger is executed as of the date first above written.

STAR-KIST SAMOA, INC.,
a California corporation

By: 
Name: David L. Meyers
Title: President

By: 
Name: James Potter
Title: Secretary

STARKIST SAMOA CO.
a Delaware corporation

By: _____
Name: Mr. Ingu Park
Title: President

By: _____
Name: Mr. Jungki Ro
Title: Secretary

IN WITNESS WHEREOF, this Agreement of Merger is executed as of the date first above written.

STAR-KIST SAMOA, INC.,
a California corporation

By: _____
Name: David L. Meyers
Title: President

By: _____
Name: James Potter
Title: Secretary

STARKIST SAMOA CO.
a Delaware corporation

By: Ingu Park
Name: Mr. Ingu Park
Title: President

By: Jungji Ro
Name: Mr. Jungji Ro
Title: Secretary

**OFFICERS' CERTIFICATE OF
APPROVAL OF AGREEMENT OF MERGER**

STARKIST SAMOA CO., a Delaware corporation

Ingu Park and Jungki Ro certify the following:

1. They are the President and the Secretary, respectively, of Starkist Samoa Co., a Delaware corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the Corporation.
3. The total number of outstanding shares of the Corporation is 10,000. The number of shares voted in favor of the Agreement of Merger equaled or exceeded the vote required. The shareholder approval was by holders of 100% of the outstanding shares of the Corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 6, 2008

By: Ingu Park

Mr. Ingu Park
President

By: Jungki Ro

Mr. Jungki Ro
Secretary

**OFFICERS' CERTIFICATE OF
APPROVAL OF AGREEMENT OF MERGER**

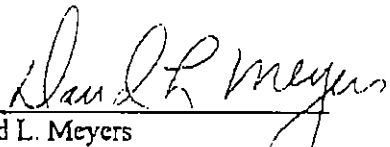
STAR-KIST SAMOA, Inc., a California corporation


David L. Meyers and James Potter certify the following:

1. They are the President and the Secretary, respectively, of Star-Kist Samoa, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the Corporation.
3. The total number of outstanding shares of the Corporation is 100. The number of shares voted in favor of the Agreement of Merger equaled or exceeded the vote required. The shareholder approval was by holders of 100% of the outstanding shares of the Corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 29, 2008

By: 
David L. Meyers
President

By: 
James Potter
Vice President and Secretary